



DEPARTMENT OF POLICE

Chief Gary L. Gardner

MEMORANDUM OF UNDERSTANDING

THE CITY OF GREENBELT AND HOWARD COUNTY

This document is designed to serve as a guideline for operations and for the implementation of the Regional Automated Enforcement Center's (RAEC) program.

THIS MEMORANDUM OF UNDERSTANDING is made this ____ day of _____, 2016, by and between Howard County, Maryland, and the City of Greenbelt, Maryland, a municipality located in Prince George's County, each a body corporate and politic of the State of Maryland.

1. Background

In 1993, personnel in the Howard County Police Department began taking the actions necessary to establish the automated red light enforcement program in Howard County. Howard County personnel visited the sites of existing automated red light operations; conducted a four-month pilot test program; reviewed legal authority of other States; met extensively with Maryland State legislators to explain the automated program and the legislation necessary to implement it; testified in favor of the authorizing legislation passed in 1997; developed a request for proposals which required vendors to provide product options and, after extensive interviews and demonstrations, selected vendors ("Vendors") to operate the automated red light enforcement program.

Howard County operates a red light enforcement processing facility, known as the Regional Automated Enforcement Center (the "RAEC") at 9250 Bendix Road, Columbia, Maryland. Vendors have operations at the processing facility. Howard County allows Vendors to process work for jurisdictions in addition to Howard County, provided that the citations issued for the other jurisdiction are aggregated (where applicable) with those of Howard County (and other jurisdictions mutually agreed upon) to establish the unit price and each participating jurisdiction compensates Howard County for the additional costs incurred.

The City of Greenbelt is contracting with one or more of the Vendors and desires to conduct all or certain portions of its red light enforcement operations at the RAEC.

2. Purpose of Memorandum of Understanding

This Memorandum of Understanding sets forth the respective rights and responsibilities of Howard County and the City of Greenbelt with respect to the use of the RAEC in Howard County and provides for cooperative development of other similar projects.

3. Facilities and Resources Provided by Howard County

a. *Facilities.* Howard County will provide the facilities needed by the City of Greenbelt as follows:

- (1) office space for the use of the City of Greenbelt employees and vendors employees supporting the automated red light enforcement operation, with mutually agreed upon improvements;
- (2) MILES/NCIC access; and
- (3) electricity, HVAC, janitorial services, etc. for the use of the City of Greenbelt employees and vendors' employees supporting the City of Greenbelt's automated red light enforcement operation.

b. *Resources.* Howard County will, through the Howard County Automated Enforcement Commander, provide the following services and resources:

- (1) provide police management, support, and oversight of the Regional Automated Enforcement Center, to include, but not limited to; training of partner jurisdictions; providing quality assurance reviews of the Regional Automated Enforcement Center program operations; oversight of Vendors' operations; ensuring that MILES/NCIC requirements are not violated, image evidence are handled, logged and stored according to established and mutually agreed upon procedures, and maintain adequate records to establish a chain of custody; that vendors' personnel operate in a manner in which violation records cannot be manipulated; and research and development efforts to evaluate competing technologies. In addition, Howard County will maintain necessary relationships with State Highway Administration, the offices of the Chief Judge of the District Court of Maryland, the Maryland Motor Vehicle Administration, and provide legislative testimony as needed;
- (2) communicate regularly with the supervisor designated by the City of Greenbelt and report any observations about the sufficiency of staffing or other concerns (this does not include supervising the personnel within the RAEC);
- (3) facilitate discussions to initiate process improvements, to develop future strategies and to resolve any questions which may arise about the use of the facility;

- (4) provide samples of materials which may be used for a public awareness campaign and will share the insight gained from Howard County's experience implementing this program;
- (5) if requested, provide an appropriate individual to testify in Court about evidentiary matters or technical issues related to the program;
- (6) conduct background investigations for additional vendor employees working at the RAEC for the City of Greenbelt.

4. Payment by the City of Greenbelt

Facilities. The City of Greenbelt will pay Howard County a monthly fee established in accordance with the jurisdictional cost assessment matrix, an example of which is attached (see Attachment A). This matrix ensures equitable distribution of the operational costs of the Regional Automated Enforcement Center for facilities and services provided. The Matrix includes Howard County operational costs allocated based on the number of cameras in use by each jurisdiction. The Matrix will be adjusted as necessary for changes in actual costs, or number of cameras. Jurisdictions will be billed monthly for these expenses. In addition, the following expenses will be paid, if applicable:

- a. the cost of any mutually agreed upon improvements to the space;
- b. the actual cost of furniture provided to additional vendor employees assigned to work for the City of Greenbelt.
- c. the actual amount charged to Howard County by the State for MILES/NCIC access if required to support the work for the City of Greenbelt.

5. Responsibilities of Each Jurisdiction

The City of Greenbelt and Howard County shall each:

- a. supervise and control its own employees;
- b. maintain all insurance, such as workers compensation insurance, required to meet the County's statutory responsibilities;
- c. be responsible for all acts or omissions of its own employees;
- d. enter into a separate agreement with each of the vendors and be responsible, independently, for administering all aspects of the contract, including making payments to the Vendors;

- e. provide or reimburse Howard County for consumables used and items such as postage furnished; and
- f. conduct a background investigation for each public employee assigned to work at the RAEC;
- g. abide by the policies and procedures outlined in the Regional Automated Enforcement Center's Uniform Standards Guide ("Uniform Standard's Guide") and allow Howard County access to data to evaluate all components of the Regional Automated Enforcement Center's programs.

6. Failure to Abide by the Uniform Standard's Guide or Permit Access to Data

In order to maintain the integrity of the automated red light enforcement program and to provide credible supporting testimony in court, Howard County must be able to ensure that the Uniform Standard's Guide is followed. To do so, Howard County must have access to program data of all jurisdictions whose violations are processed at the RAEC, including data maintained by on site personnel of the jurisdiction and a vendor on behalf of the jurisdiction. If the City of Greenbelt or its vendor fails to adhere to the Uniform Standard's Guide or fails to allow Howard County personnel access to program data, Howard County has the right to: (1) terminate this Memorandum of Understanding; (2) direct the vendor to cease all work at the RAEC for the City of Greenbelt; (3) take any action necessary to terminate communication connections between the RAEC, MILES, and the City of Greenbelt. Howard County will provide written notice to a designated official of the City of Greenbelt that Howard County considers the City of Greenbelt to have violated the terms of this Section 6 and will exercise its rights under this section if the violation has not been cured within seven (7) calendar days of the date of the notice.

7. Cooperation on Additional Projects

Howard County will share the results of other research and development efforts to evaluate competing technologies to determine the most advantageous technology.

8. Term of MOU

This Memorandum of Understanding will be in effect from _____, 20__ to December 31, 2016_. This Memorandum of Understanding shall automatically renew each year unless cancelled. Each party has the right to terminate this Memorandum of Understanding by providing the other party with thirty (30) days written notice.

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IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above mentioned.

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie Robbins
Chief Administrative Officer

By: _____
Allan H. Kittleman
County Executive

APPROVED FOR LEGAL
SUFFICIENCY this _____ day of
_____, 2016

APPROVED:

Gary W. Kuc
County Solicitor

Gary L. Gardner, Chief
Howard County Police Department

APPROVED FOR SUFFICIENCY OF
FUNDS:

Stanley Milesky, Director
Department of Finance

ATTEST:

CITY OF GREENBELT, MARYLAND

Name:
Chief Administrative Officer

Name:
Mayor

APPROVED FOR LEGAL SUFFICIENCY:

APPROVED:

Name:
City Attorney

APPROVED FOR THE SUFFICIENCY OF FUNDS:

Name:
Department of Finance

ATTACHMENT A

Regional Automated Enforcement Center Equitable Distribution Matrix

January 2016

Jurisdiction	Active Cameras	Cost per Camera	Monthly Invoice
Bel Air	4	\$171.57	\$686.28
Charles County	18	\$171.57	\$3,088.26
Cheverly	4	\$171.57	\$686.28
Cottage City	2	\$171.57	\$343.14
Greenbelt	6	\$171.57	\$1,029.42
Howard County	28	\$171.57	\$4,803.96
Hyattsville	3	\$171.57	\$514.71
Landover Hills	3	\$171.57	\$514.71
Morningside	2	\$171.57	\$343.14
Westminster	1	\$171.57	\$171.57
Totals	71	\$171.57	\$12,181.47

Formula

Total Expenses (A+B+C) Divided by Quantity of Cameras

(Updated Jan. 12, 2016)

- (A) 25% of LT, SGT and LT's Admin. Support Tech. Salaries \$66,817.50
- (B) 10% of Red Light Support Staff Salaries \$14,836.60
- (C) Annual Lease Value in Dorsey Building (2,518 sq. ft., class B office space, full service lease) \$64,525.00

Annual Total	\$146,179.10
<i>divided by</i>	<i>12 Months</i>
Monthly Total	\$12,181.59
<i>divided by</i>	<i>71 Cameras</i>
Cost per camera per month	\$171.57

